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11 Innovative Sports Management, Inc.,
12 d/b/a Integrated Sports Media

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 WESTERN DIVISION

16 Innovative Sports Management, Inc.,
17 d/b/a Integrated Sports Media,
18 Plaintiff,

19 vs.

20 Margaret W. Peel and Gerald F. Peel,
21 individually and d/b/a Crown & Anchor,
22 Defendants.

Case No.:

COMPLAINT

23 **PLAINTIFF ALLEGES:**

JURISDICTION

24 1. Jurisdiction is founded on the existence of a question arising under particular
25 statutes. This action is brought pursuant to several federal statutes, including the
26 Communications Act of 1934, as amended, Title 47 U.S.C. 605, *et seq.*, and The
27 Cable & Television Consumer Protection and Competition Act of 1992, as amended,
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1 Title 47 U.S.C. Section 553, *et seq.*, and California B&P Section 17200, a California
2 state statute.

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4 2. This Court has jurisdiction of the subject matter of this action pursuant to 28
5 U.S.C. Section 1331, which states that the District Courts shall have original
6 jurisdiction of all civil actions arising under the Constitution, laws, or treaties, of the
7 United States. This Court has subject matter jurisdiction over the state law claims
8 pursuant to 28 U.S.C. § 1367 (supplemental jurisdiction).
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12 3. This Court has personal jurisdiction over the parties in this action as a result of
13 the Defendants' wrongful acts hereinafter complained of which violated the Plaintiff's
14 rights as the exclusive commercial domestic distributor of the televised *Program*
15 hereinafter set forth at length. The Defendants' wrongful acts consisted of the
16 interception, reception, publication, divulgence, display, exhibition, and tortious
17 conversion of said property of Plaintiff within the control of the Plaintiff in the State
18 of California constituting an unfair business practice in violation of the law, including
19 specific California state statutes, more particularly set forth below.
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23 VENUE

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25 4. Pursuant to Title 47 U.S.C. Section 605, venue is proper in the Central District
26 of California, because a substantial part of the events or omissions giving rise to the
27 claim occurred in this District and/or because, *inter alia*, Defendants resides within
28

1 the State of California (28 U.S.C. § 1391(b) and 28 U.S.C. § 84(c)(2)).

2
3 **INTRADISTRICT ASSIGNMENT**

4 5. Assignment to the Western Division of the Central District of California is
5 proper because a substantial part of the events or omissions giving rise to the claim
6 occurred in Ventura County and/or, the United States District Court for the Central
7 District of California has decided that suits of this nature, and each of them, are to
8 be heard by the Courts in this particular Division.
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11 **THE PARTIES**

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13 6. Plaintiff, Innovative Sports Management, Inc., d/b/a Integrated Sports Media,
14 is, and at all relevant times mentioned was, a New Jersey corporation with its principal
15 place of business located at 64 North Summit St., Suite 218, Tennaflly, NJ 07060.
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18 7. At all times relevant hereto, including on Thursday, March 24, 2022,
19 Defendants Margaret W. Peel and Gerald F. Peel were owners, and/or operators,
20 and/or licensees, and/or permittees, and/or persons in charge, and/or an individuals
21 with dominion, control, oversight and management of the commercial
22 establishment doing business as Crown & Anchor, operating at 2889-91 East
23 Thousand Oaks Blvd., Thousand Oaks, CA 91362.
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1 8. At all times relevant hereto, including on Thursday, March 24, 2022,
2 Defendant Gerald F. Peel was specifically identified as Primary Owner and Licensee
3 on the Alcoholic Beverage Control License (319982) issued to Crown & Anchor.
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6 9. At all times relevant hereto, including on Thursday, March 24, 2022,
7 Defendant Margaret W. Peel was specifically identified as Licensee on the Alcoholic
8 Beverage Control License (319982) issued to Crown & Anchor.
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11 10. Plaintiff is informed and believes, and alleges thereon that on Thursday, March
12 24, 2022 (the night of the *Program* at issue herein, as more specifically defined in
13 Paragraph 16), Defendants Margaret W. Peel and Gerald F. Peel had the right and
14 ability to supervise the activities of Crown & Anchor, which included the unlawful
15 interception, receipt, and publication of Plaintiff's *Program*.
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19 11. Plaintiff is informed and believes, and alleges thereon that on Thursday, March
20 24, 2022 (the night of the *Program* at issue herein, as more specifically defined in
21 Paragraph 16), Defendants Margaret W. Peel and Gerald F. Peel, as individuals, had
22 the obligation to supervise the activities of Crown & Anchor, which included the
23 unlawful interception, receipt, and publication of Plaintiff's *Program*, and, among
24 other responsibilities, had the obligation to ensure that Crown & Anchor operated
25 lawfully at all times.
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1 12. Plaintiff is informed and believes, and alleges thereon that on Thursday, March
2 24, 2022 (the night of the *Program* at issue herein, as more specifically defined in
3 Paragraph 16), Defendants Margaret W. Peel and Gerald F. Peel specifically directed
4 or permitted the employees of Crown & Anchor to unlawfully intercept, receive, and
5 publish Plaintiff's *Program* at Crown & Anchor, or intentionally intercepted,
6 received, and published the *Program* at Crown & Anchor themselves. The actions of
7 the employees of Crown & Anchor are directly imputable to Defendants Margaret W.
8 Peel and Gerald F. Peel by virtue of their acknowledged responsibility for the
9 operation of Crown & Anchor.
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14 13. Plaintiff is informed and believes, and alleges thereon that the unlawful
15 broadcast of Plaintiff's *Program*, as supervised and/or authorized by Defendants
16 Margaret W. Peel and Gerald F. Peel resulted in increased profits for Crown &
17 Anchor.
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21 14. Plaintiff is informed and believes, and alleges thereon that on Thursday, March
22 24, 2022 (the night of the *Program* at issue herein, as more specifically defined in
23 Paragraph 16), Crown & Anchor sold food and alcoholic beverages to its patrons.
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COUNT I

(Violation of Title 47 U.S.C. Section 605)

15. Plaintiff Innovative Sports Management, Inc., d/b/a Integrated Sports Media, hereby incorporates by reference all of the allegations contained in paragraphs 1-14, inclusive, as though set forth herein at length.

16. Pursuant to contract, Plaintiff Innovative Sports Management, Inc., d/b/a Integrated Sports Media, was granted the exclusive nationwide commercial distribution (closed-circuit) rights to the *Chile v. Brazil Soccer Match* event telecast nationwide on Thursday, March 24, 2022 (this included all interviews and game commentary encompassed in the television broadcast of the event, hereinafter referred to as the "*Program*").

17. Pursuant to contract, Plaintiff Innovative Sports Management, Inc., d/b/a Integrated Sports Media, entered into subsequent sublicensing agreements with various commercial entities throughout North America, including entities within the State of California, by which it granted these entities limited sublicensing rights, specifically the rights to publicly exhibit the *Program* within their respective commercial establishments.

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1 18. The Program could only be exhibited in a commercial establishment in
2 California if said establishment was contractually authorized to do so by Plaintiff
3 Innovative Sports Management, Inc., d/b/a Integrated Sports Media.
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6 19. As a commercial distributor and licensor of sporting events, including the
7 *Program*, Plaintiff Innovative Sports Management, Inc., d/b/a Integrated Sports
8 Media, expended substantial monies marketing, advertising, promoting,
9 administering, and transmitting the *Program* to its customers, the aforementioned
10 commercial entities.
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14 20. The *Program* originated via satellite uplink and was subsequently re-
15 transmitted to cable systems and satellite companies via satellite signal to Plaintiff's
16 lawful sub-licensees.
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19 21. On Thursday, March 24, 2022, in violation of Plaintiff Innovative Sports
20 Management, Inc., d/b/a Integrated Sports Media rights and federal law, Defendants
21 intercepted, received and published the *Program* at Crown & Anchor. Defendants
22 also divulged and published said communication, or assisted or permitted in divulging
23 and publishing said communication to patrons within Crown & Anchor.
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1 22. With full knowledge that the *Program* was not to be intercepted, received,
2 published, divulged, displayed, and/or exhibited by commercial entities unauthorized
3 to do so, the above named Defendants, either through direct action or through actions
4 of employees or agents directly imputable to the Defendants (as outlined above), did
5 unlawfully intercept, receive, publish, divulge, display, and/or exhibit the *Program* at
6 the time of its transmission at commercial establishment located at 2889-91 East
7 Thousand Oaks Blvd., Thousand Oaks, CA 91362.
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11 23. Said unauthorized interception, reception, publication, exhibition, divulgence,
12 display, and/or exhibition by the Defendants was done willfully and for purposes of
13 direct and/or indirect commercial advantage and/or private financial gain.
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17 24. Title 47 U.S.C. § 605(a), prohibits the unauthorized interception, receipt,
18 publication and use of communications, including satellite television signals, such as
19 the transmission of the *Program* for which Plaintiff Innovative Sports Management,
20 Inc., d/b/a Integrated Sports Media had the distribution rights thereto.
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23 25. By reason of the aforesaid mentioned conduct, the aforementioned Defendants,
24 violated Title 47 U.S.C. Section 605, *et seq.*, either directly, contributorily or
25 vicariously.
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1 26. By reason of the Defendants' violation of Title 47 U.S.C. Section 605, *et seq.*,
2 Plaintiff Innovative Sports Management, Inc., d/b/a Integrated Sports Media, has the
3 private right of action pursuant to Title 47 U.S.C. Section 605.
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7 27. As the result of the aforementioned Defendants' violation of Title 47 U.S.C.
8 Section 605, and pursuant to said Section 605, Plaintiff Innovative Sports
9 Management, Inc., d/b/a Integrated Sports Media, is entitled to the following from
10 each Defendant:
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- 12 (a) Statutory damages for each violation in an amount to
13 \$10,000.00 pursuant to Title 47 U.S.C. § 605(e)(3)(C)(i)(II);
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15 (b) Statutory damages for each willful violation in an amount to
16 \$100,000.00 pursuant to Title 47 U.S.C. 605(e)(3)(C)(ii); and
17
18 (c) The recovery of full costs, including reasonable attorneys' fees,
19 pursuant to Title 47 U.S.C. Section 605(e)(3)(B)(iii).
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21 **COUNT II**

22 **(Violation of Title 47 U.S.C. Section 553)**

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24 28. Plaintiff hereby incorporates by reference all of the allegations contained in
25 paragraphs 1-27, inclusive, as though set forth herein at length.
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1 29. 47 U.S.C. § 553 prohibits the interception or receipt of communications offered
2 over a cable system absent specific authorization.

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5 30. The unauthorized interception and receipt of the *Program* by the above named
6 Defendants was prohibited by Title 47 U.S.C. §553, *et seq.*

7 31. By reason of the aforesaid mentioned conduct, the aforementioned Defendants
8 violated Title 47 U.S.C. Section 553, *et seq.* either directly, contributorily or
9
10 vicariously.

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13 32. By reason of the Defendants' violation of Title 47 U.S.C. Section 553, *et seq.*,
14 Plaintiff Innovative Sports Management, Inc., d/b/a Integrated Sports Media, has the
15 private right of action pursuant to Title 47 U.S.C. Section 553.
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18 33. As the result of the aforementioned Defendants' violation of Title 47 U.S.C.
19 Section 553, Plaintiff Innovative Sports Management, Inc., d/b/a Integrated Sports
20 Media, is entitled to the following from each Defendant:
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22 (a) Statutory damages for each violation in an amount to
23 \$10,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(A)(ii);
24

25 (b) Statutory damages for each willful violation in an amount to
26 \$50,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(B);
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1 (c) The recovery of full costs pursuant to Title 47 U.S.C. § 553

2 (c)(2)(C); and

3 (d) In the discretion of this Honorable Court, reasonable attorneys'

4 fees, pursuant to Title 47 U.S.C. § 553(c)(2)(C).

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7 **COUNT III**

8 **(Conversion)**

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10 34. Plaintiff hereby incorporates by reference all of the allegations contained in
11 paragraphs 1-33, inclusive, as though set forth herein at length.

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14 35. By their aforesaid acts of interception, reception, publication, divulgence,
15 display, and/or exhibition of the *Program* at their commercial establishment at the
16 above-captioned address, the aforementioned Defendants, tortuously obtained
17 possession of the *Program* and wrongfully converted same for their own use and
18 benefit.
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22 36. The aforesaid acts of the Defendants was willful, malicious, egregious, and
23 intentionally designed to harm Plaintiff Innovative Sports Management, Inc., d/b/a
24 Integrated Sports Media, by depriving Plaintiff of the commercial license fee to which
25 Plaintiff was rightfully entitled to receive from them, and in doing so, the Defendants
26 subjected the Plaintiff to severe economic distress and great financial loss.
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1 37. Accordingly, Plaintiff Innovative Sports Management, Inc., d/b/a Integrated
2 Sports Media, is entitled to both compensatory, as well as punitive and exemplary
3 damages, from aforementioned Defendants as the result of the Defendants'
4 egregious conduct, theft, and conversion of the *Program* and deliberate injury to
5 the Plaintiff.
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7 **COUNT IV**

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9 **(Violation of California Business and Professions Code Section 17200, *et seq.*)**

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11 38. Plaintiff hereby incorporates by reference all of the allegations contained in
12 Paragraphs 1-20, inclusive, as set forth herein at length.
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15 39. By contract, Plaintiff Innovative Sports Management, Inc., d/b/a Integrated
16 Sports Media, was granted exclusive domestic commercial exhibition closed-circuit
17 rights to the *Program*.
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21 40. Plaintiff did not authorize transmission, interception, reception, divulgence,
22 exhibition, or display of the *Program* to the general public, persons at large, or to
23 the commercial establishment operated by the foregoing Defendants, or any of
24 them.
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1 41. With full knowledge that the *Program* was not to be intercepted, received,
2 published, divulged, displayed, and/or exhibited by commercial entities unauthorized
3 to do so, the above named Defendants, either through direct action or through actions
4 of employees or agents directly imputable to Defendants by virtue of their respective
5 positions and authority, did unlawfully intercept, receive, publish, divulge, display,
6 and/or exhibit the Program at the real time transmission of the *Program*'s broadcast
7 at the commercial establishment, as more particularly indicated and identified above.
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11 42. Plaintiff is informed and believes and alleges thereon that the Defendants
12 and/or his agents, servants, workmen, or employees performed the aforementioned
13 acts knowingly, willfully and to confer a direct or indirect commercial advantage
14 and/or private financial gain to the Defendants, to the detriment and injury of Plaintiff
15 and its business enterprise as a commercial distributor and closed-circuit licensor of
16 sports and entertainment television programming.
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21 43. The Defendants' unauthorized interception, publication, divulgence and/or
22 exhibition was done by the Defendants wantonly, recklessly, and without regard
23 whatsoever for the intellectual property rights of the Plaintiff.
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26 44. The aforementioned unlawful acts of each of the Defendants constituted
27 unlawful, untrue, fraudulent, predatory, unfair, and deceptive trade practices, and by
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1 reason of the aforementioned conduct, the Defendants violated California and
2 Professions Code Section 17200, *et seq.*

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5 45. As a proximate result of the aforementioned acts attributable to the Defendants,
6 Plaintiff has been permanently deprived of the patronage of current, previous and
7 potential customers of the sports and entertainment programming it licenses
8 commercially to the hospitality industry, all to its severe financial injury and loss in a
9 sum to be determined at trial.
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13 46. By reason of the Defendants' violation of California Business and Professions
14 Code Section 17200, *et seq.*, Plaintiff Innovative Sports Management, Inc., d/b/a
15 Integrated Sports Media is entitled to restitution for its injuries, the disgorgement and
16 turn-over of the Defendants' ill-gotten gains, as well as injunctive and declaratory
17 relief, as an alternative to any damages and relief that may be recoverable for Counts
18 I-III for which there is no adequate remedy at law, from each of the aforementioned
19 Defendants as may be made more appropriately determined at trial.
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24 47. Plaintiff is entitled to its attorneys' fees from the Defendants for enforcing
25 California Business and Professions Code Section 17200 as it meets the standards of
26 a private attorney general as specifically and statutorily defined under California Civil
27 Procedure Section 1021.5.
28

1 **WHEREFORE, Plaintiff prays for judgment as set forth below.**

2 **As to the First Count:**

- 3 1. For statutory damages in the amount of \$110,000.00 against the
- 4 Defendants;
- 5 2. For reasonable attorneys' fees as mandated by statute;
- 6 3. For all costs of suit, including, but not limited to, filing fees, service of
- 7 process fees, investigative costs; and
- 8 4. For such other and further relief as this Honorable Court may deem just
- 9 and proper.
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13 **As to the Second Count:**

- 14 1. For statutory damages in the amount of \$60,000.00 against the
- 15 Defendants;
- 16 2. For reasonable attorneys' fees as may be awarded in the Court's
- 17 discretion pursuant to statute;
- 18 3. For all costs of suit, including, but not limited to, filing fees, service
- 19 of process fees, investigative costs; and
- 20 4. For such other and further relief as this Honorable Court may deem just
- 21 and proper.
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25 **As to the Third Count:**

- 26 1. For compensatory damages in an amount according to proof against the
- 27 Defendants;
- 28

2. For exemplary damages against the Defendants;
3. For punitive damages against the Defendants;
4. For reasonable attorneys' fees as may be awarded in the Court's discretion pursuant to statute;
5. For all costs of suit, including, but not limited to, filing fees, service of process fee, investigative costs; and
6. For such other and further relief as this Honorable Court may deem just and proper.

As to the Fourth Count:

1. For restitution to the Plaintiff in an amount according to and from the Defendants, for their ill-gotten gains;
2. For declaratory relief;
3. For prohibitory and mandatory injunctive relief;
4. For reasonable attorneys' fees as may be awarded in the Court's discretion pursuant to statute;
5. For all costs of suit, including, but not limited to, filing fees, service of process fees, investigative costs; and
6. For such other and further relief as this Honorable Court may deem just and proper.

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Respectfully submitted,

Date: November 21, 2022

/s/Thomas P. Riley

LAW OFFICES OF THOMAS P. RILEY, P.C.

By: Thomas P. Riley
Innovative Sports Management, Inc.,
d/b/a Integrated Sports Media

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